

Exhibit 4

(Letters re: Net-Profits Interests)



14101 Highway 290 West, Suite 400A
Austin, Texas 78737
512-399-3150
cjohns@johnsandcounsel.com

December 13, 2018

Larry Wright
410 Spyglass Road
McQueeney, Texas 78123
larrymwright54@yahoo.com

Via email and certified mail, return receipt requested

Dear Mr. Wright,

My firm represents Daniel Moore, DMA Properties, Inc., SCMED Oilfield Consulting, LLC, and Darin Borders.

By this letter, we are giving you notice, in addition to any and all other forms of notice you have received or are deemed to have received, of a potentially adverse claim to your interests. Attached are documents filed of record that confirm my clients' claim for a net-profit interest (running with the land) in the P-21 Express Pipeline right-of-way.

We also advise you to preserve all communications, documents, and other records having anything to do with any of my clients or the P-21 Express Pipeline right-of-way.

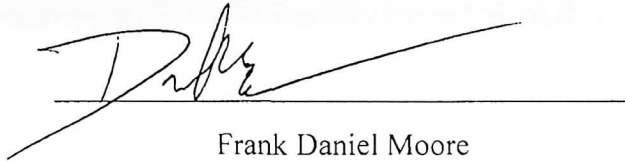
Cordially,

A handwritten signature in blue ink, reading 'Christopher S. Johns', written in a cursive style.

Christopher S. Johns

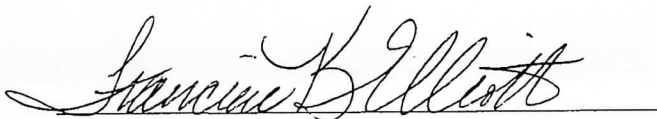
AGREEMENT AFFIDAVIT

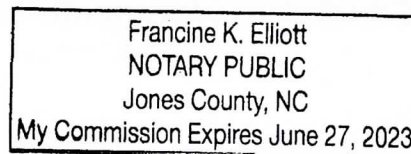
I, Frank Daniel Moore, acting on behalf of DMA Properties, Inc. as its sole member and President did in February 2018 resign from Black Duck Properties, LLC in exchange for transferring interest in several business deals and such certain interest being assigned, transferred or created to and for DMA Properties, Inc. from Black Duck Properties, LLC in exchange for my resignation in Black Duck Properties, LLC being agreed to. DMA Properties, Inc. and Black Duck Properties, LLC fully executed an agreement regarding the "P-21 Express Pipeline" Right-of-Way that runs through Angelina, Nacogdoches, Shelby, and Rush counties in the state of Texas. The "AGREEMENT" was executed on February 7, 2018, a copy of which is attached as Exhibit "A" hereto.


Frank Daniel Moore

Before me, the undersigned authority, on this day personally appeared Frank Daniel Moore, known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that Frank Daniel Moore executed the same as the act of DMA Properties, Inc. as its President and as signed in Exhibit "A" hereto and for the consideration therein expressed.

Given under my hand and seal of office this 27th day of November 2018.


Notary Public, State of North Carolina



My commission expires: June 27, 2023

FILED AS
PRESENTED

Rusk County



TRUE AND CORRECT COPY
OF ORIGINAL
FILED IN RUSK
COUNTY CLERK'S OFFICE.

Exhibit A

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of February 2018 by and between DMA PROPERTIES, INC., a South Carolina corporation and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company.

Witnesseth:

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: DMA Properties, Inc. shall be paid twenty percent (20%) (Net Profits Share") of the Net Profits from Black Duck Properties, LLC or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
 - a. Net Profits shall mean gross revenues actually received by Black Duck Properties, LLC., or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
 - b. Black Duck Properties, LLC.'s obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and Black Duck Properties, LLC. binds its successors and assigns to the payment of the Net Profits Share.

The parties agree to execute such other and additional legal instruments, consents, ratifications and other matters as may be reasonably required in order to effectuate the intent of this Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

Each party hereby warrants:

- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

PAGE: 1 of 2

INITIAL: L.M.W. 

INITIAL: F.D.M. 



TRUE AND CORRECT COPY
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COUNTY CLERK'S OFFICE.

- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
- d.) Each party agrees that upon this agreement being fully executed that this will become the ONLY valid agreement between the parties AND this agreement as mentioned in the binding "EMAIL AGREEMENT" ONLY IN REGARDS to the P-21 Express Pipeline that, both parties agree that this agreement satisfies the duties (in the Email Agreement) regarding ONLY the P-21 Express Pipeline and that all other prior agreements or duties of any kind that relate to the P-21 Express Pipeline are NULL AND VOID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By: 

Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By: 

Larry M. Wright, Manager

PAGE: 2 of 2

STATE OF TEXAS
I hereby certify that this instrument was filed on
the date and time stamped hereon by me and
was duly recorded in the volume and page of the
named records of Rusk County, Texas as stamped
hereon by me.

COUNTY OF RUSK

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Dec 04, 2018 11:19A

TRUDY MCGILL,
COUNTY CLERK
RUSK COUNTY, TEXAS

Dec 04, 2018 11:19A



TRUE AND CORRECT COPY
OF ORIGINAL
FILED IN RUSK
COUNTY CLERK'S OFFICE.

TRUDY MCGILL, COUNTY CLERK
RUSK COUNTY, TEXAS

By: Alesha Richmond, DEPUTY

THE STATE OF TEXAS:

COUNTY OF RUSK: I, TRUDY McGILL, County Clerk of Rusk County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of the original instrument filed in this office on the day of December 04, 2018, at 11:19 o'clock A M, as the same appears of record in Vol. 5610 Page 412 thru Page 415 of the Official Public Records of Rusk County, Texas.

Given Under My Hand and Seal of Office this 4 day of December A.D. 2018.

TRUDY McGILL, County Clerk of the County Court of Rusk County, Texas

By Alene Richard Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jennifer L. Fountain

Jennifer L. Fountain, County Clerk
Shelby County, Texas

December 04, 2018 12:44:02 PM

FEE: \$42.00 EPARKER
AFF

2018003892



Agreement for Assignment and Assumption of Specific Contract Affiant

I, Darin Borders acting as president for Darin Borders, Inc being the general partner for Longbranch Energy, LP did in June 2016 assign the purchase sale agreement between Express Pipeline Connection, LLC, and Longbranch Energy, LP dated February 19, 2016 to Black Duck Properties, LLC a copy which is attached Exhibit "A" hereto.

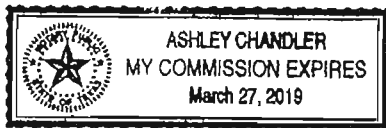
State of Texas County of Shelby



Darin Borders

*This instrument was acknowledged before me on Oct. 2, 2017 by
Darin Borders.*

Given under my hand and seal of office this 2 day of October 2017.



Ashley Chandler
Notary Public's Signature

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT ("*Assignment and Assumption Agreement*") is made and entered into this ____ day of June, 2016, by and between LONGBRANCH ENERGY, L.P., a Texas limited partnership ("**ASSIGNOR**") and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company ("**ASSIGNEE**").

Witnesseth:

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE and ASSIGNEE has agreed to assume that certain Purchase & Sale Agreement dated February 19, 2016, by and between The Express Pipeline Connection, LLC, as Seller, and Longbranch Energy, L.P., as Buyer, and attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, ASSIGNOR is executing and delivering this Assignment and Assumption Agreement for the purpose of assigning and transferring to ASSIGNEE all rights, titles and interest in and obligations under and to the Contract; and

WHEREAS, ASSIGNEE is executing and delivering this Assignment and Assumption Agreement for the purpose of assuming all obligations of ASSIGNOR under the Contract.

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this this Assignment and Assumption Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: ASSIGNOR shall be paid twenty percent (20%) ("**Net Profits Share**") of the Net Profits from ASSIGNEE or its successors or assigns during the period of time beginning on the date of first written above (the "**Period**").
 - a. Net Profits shall mean gross revenues actually received by ASSIGNEE, or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
 - b. ASSIGNEE'S obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and ASSIGNEE binds its successors and assigns to the payment of the Net Profits Share.

For the consideration, covenants and warranties listed herein, ASSIGNOR has ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED and SET OVER unto ASSIGNEE, and, by these presents, ASSIGNOR hereby ASSIGNS, TRANSFERS, CONVEYS, DELIVERS and SETS OVER unto ASSIGNEE all its right, title and interest in and obligations under and to the Contract, and ASSIGNEE hereby assumes the obligations of ASSIGNOR under the Contract.

The parties agree to execute such other and additional legal instruments, consents,

ratifications and other matters as may be reasonably required in order to effectuate the intent of this Assignment and Assumption Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their duly authorized officers as of the close of business on the date first above written.

ASSIGNOR:

Longbranch Energy, L.P.

By: [Signature]
Darin Borders, President of Darin Borders, Inc., its General Partner

ASSIGNEE:

Black Duck Properties, LLC

By: [Signature]
Larry M. Wright, Manager

By: [Signature]
Hagan Cole, Manager

By: [Signature]
Frank D. Moore

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]



Jennifer L. Fountain, County Clerk
Shelby County, Texas

October 02, 2017 12:43:00 PM

FEE: \$34.00 BADKISON
AGR

2017003322



14101 Highway 290 West, Suite 400A
Austin, Texas 78737
512-399-3150
cjohns@johnsandcounsel.com

December 13, 2018

KrisJenn Ranch, L.L.C.
410 Spyglass Road
McQueeney, Texas 78123
larrymwright54@yahoo.com
hscohle@yahoo.com

Via email and certified mail, return receipt requested

Dear KrisJenn Ranch, L.L.C.,

My firm represents Daniel Moore, DMA Properties, Inc., SCMED Oilfield Consulting, LLC, and Darin Borders.

By this letter, we are giving you notice, in addition to any and all other forms of notice you have received or are deemed to have received, of a potentially adverse claim to KrisJenn Ranch, L.L.C.'s interests. Attached are documents filed of record that confirm my clients' claim for a net-profit interest (running with the land) in the P-21 Express Pipeline right-of-way.

We also advise you to preserve all communications, documents, and other records having anything to do with any of my clients or the P-21 Express Pipeline right-of-way.

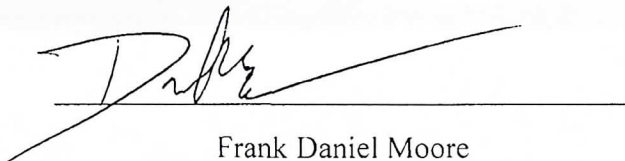
Cordially,

A handwritten signature in blue ink, reading 'Christopher S. Johns', written in a cursive style.

Christopher S. Johns

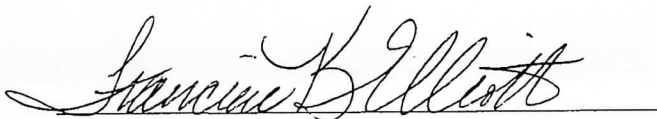
AGREEMENT AFFIDAVIT

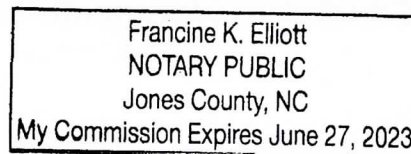
I, Frank Daniel Moore, acting on behalf of DMA Properties, Inc. as its sole member and President did in February 2018 resign from Black Duck Properties, LLC in exchange for transferring interest in several business deals and such certain interest being assigned, transferred or created to and for DMA Properties, Inc. from Black Duck Properties, LLC in exchange for my resignation in Black Duck Properties, LLC being agreed to. DMA Properties, Inc. and Black Duck Properties, LLC fully executed an agreement regarding the "P-21 Express Pipeline" Right-of-Way that runs through Angelina, Nacogdoches, Shelby, and Rush counties in the state of Texas. The "AGREEMENT" was executed on February 7, 2018, a copy of which is attached as Exhibit "A" hereto.


Frank Daniel Moore

Before me, the undersigned authority, on this day personally appeared Frank Daniel Moore, known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that Frank Daniel Moore executed the same as the act of DMA Properties, Inc. as its President and as signed in Exhibit "A" hereto and for the consideration therein expressed.

Given under my hand and seal of office this 27th day of November 2018.


Notary Public, State of North Carolina



My commission expires: June 27, 2023

FILED AS
PRESENTED

Rusk County



TRUE AND CORRECT COPY
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COUNTY CLERK'S OFFICE.

Exhibit A

AGREEMENT

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Witnesseth:

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: DMA Properties, Inc. shall be paid twenty percent (20%) (Net Profits Share") of the Net Profits from Black Duck Properties, LLC or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
 - a. Net Profits shall mean gross revenues actually received by Black Duck Properties, LLC., or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
 - b. Black Duck Properties, LLC.'s obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and Black Duck Properties, LLC. binds its successors and assigns to the payment of the Net Profits Share.

The parties agree to execute such other and additional legal instruments, consents, ratifications and other matters as may be reasonably required in order to effectuate the intent of this Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

Each party hereby warrants:

- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

PAGE: 1 of 2

INITIAL: L.M.W. LMW

INITIAL: F.D.M. FDM



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- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By: 

Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By: 

Larry M. Wright, Manager

PAGE: 2 of 2

STATE OF TEXAS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Rusk County, Texas as stamped hereon by me.

COUNTY OF RUSK

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Dec 04, 2018 11:19A

TRUDY MCGILL,
COUNTY CLERK
RUSK COUNTY, TEXAS

Dec 04, 2018 11:19A



TRUE AND CORRECT COPY
OF ORIGINAL
FILED IN RUSK
COUNTY CLERK'S OFFICE.

TRUDY MCGILL, COUNTY CLERK
RUSK COUNTY, TEXAS

By: Alesha Richmond, DEPUTY

THE STATE OF TEXAS:

COUNTY OF RUSK: I, TRUDY McGILL, County Clerk of Rusk County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of the original instrument filed in this office on the day of December 04, 2018, at 11:19 o'clock A M, as the same appears of record in Vol. 5610 Page 412 thru Page 415 of the Official Public Records of Rusk County, Texas.

Given Under My Hand and Seal of Office this 4 day of December A.D. 2018.

TRUDY McGILL, County Clerk of the County Court of Rusk County, Texas

By Alene Richard Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

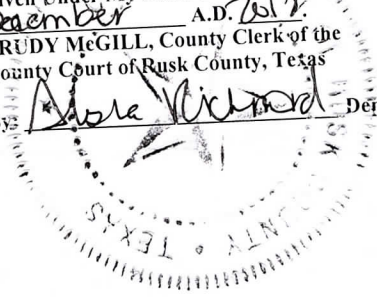
Jennifer L. Fountain

Jennifer L. Fountain, County Clerk
Shelby County, Texas

December 04, 2018 12:44:02 PM

FEE: \$42.00 EPARKER
AFF


2018003892



Agreement for Assignment and Assumption of Specific Contract Affiant

I, Darin Borders acting as president for Darin Borders, Inc being the general partner for Longbranch Energy, LP did in June 2016 assign the purchase sale agreement between Express Pipeline Connection, LLC, and Longbranch Energy, LP dated February 19, 2016 to Black Duck Properties, LLC a copy which is attached Exhibit "A" hereto.

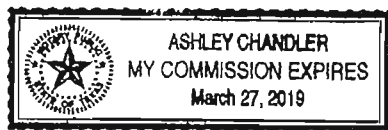
State of Texas County of Shelby



Darin Borders

This instrument was acknowledged before me on Oct. 2, 2017 by Darin Borders.

Given under my hand and seal of office this 2 day of October 2017.



Ashley Chandler
Notary Public's Signature

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT

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Witnesseth:

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE and ASSIGNEE has agreed to assume that certain Purchase & Sale Agreement dated February 19, 2016, by and between The Express Pipeline Connection, LLC, as Seller, and Longbranch Energy, L.P., as Buyer, and attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, ASSIGNOR is executing and delivering this Assignment and Assumption Agreement for the purpose of assigning and transferring to ASSIGNEE all rights, titles and interest in and obligations under and to the Contract; and

WHEREAS, ASSIGNEE is executing and delivering this Assignment and Assumption Agreement for the purpose of assuming all obligations of ASSIGNOR under the Contract.

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this this Assignment and Assumption Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: ASSIGNOR shall be paid twenty percent (20%) ("**Net Profits Share**") of the Net Profits from ASSIGNEE or its successors or assigns during the period of time beginning on the date of first written above (the "**Period**").
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ASSIGNOR:

Longbranch Energy, L.P.

By: [Signature]
Darin Borders, President of Darin Borders, Inc., its General Partner

ASSIGNEE:

Black Duck Properties, LLC

By: [Signature]
Larry M. Wright, Manager

By: [Signature]
Hagan Cole, Manager

By: [Signature]
Frank D. Moore

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]



Jennifer L. Fountain, County Clerk
Shelby County, Texas

October 02, 2017 12:43:00 PM

FEE: \$34.00 BADKISON
AGR

2017003322



14101 Highway 290 West, Suite 400A
Austin, Texas 78737
512-399-3150
cjohns@johnsandcounsel.com

December 13, 2018

Black Duck Properties, LLC
410 Spyglass Road
McQueeney, Texas 78123
larrymwright54@yahoo.com

Via email and certified mail, return receipt requested

Dear Black Duck Properties, LLC,

My firm represents Daniel Moore, DMA Properties, Inc., SCMED Oilfield Consulting, LLC, and Darin Borders.

By this letter, we are giving you notice, in addition to any and all other forms of notice you have received or are deemed to have received, of a potentially adverse claim to your interests. Attached are documents filed of record that confirm my clients' claim for a net-profit interest (running with the land) in the P-21 Express Pipeline right-of-way.

We also advise you to preserve all communications, documents, and other records having anything to do with any of my clients or the P-21 Express Pipeline right-of-way.

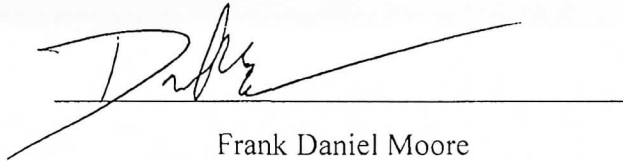
Cordially,

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Christopher S. Johns

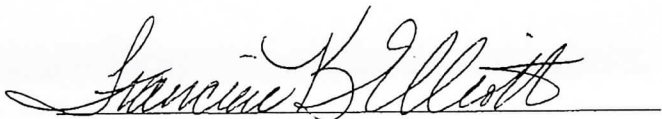
AGREEMENT AFFIDAVIT

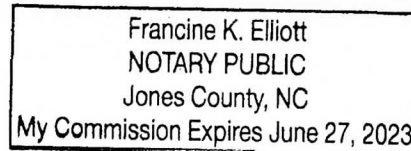
I, Frank Daniel Moore, acting on behalf of DMA Properties, Inc. as its sole member and President did in February 2018 resign from Black Duck Properties, LLC in exchange for transferring interest in several business deals and such certain interest being assigned, transferred or created to and for DMA Properties, Inc. from Black Duck Properties, LLC in exchange for my resignation in Black Duck Properties, LLC being agreed to. DMA Properties, Inc. and Black Duck Properties, LLC fully executed an agreement regarding the "P-21 Express Pipeline" Right-of-Way that runs through Angelina, Nacogdoches, Shelby, and Rush counties in the state of Texas. The "AGREEMENT" was executed on February 7, 2018, a copy of which is attached as Exhibit "A" hereto.


Frank Daniel Moore

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Given under my hand and seal of office this 27th day of November 2018.


Notary Public, State of North Carolina



My commission expires: June 27, 2023

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Rusk County



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Exhibit A

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Witnesseth:

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- a.) That it has full power and authority to enter into this Agreement.
- b.) That such entry and the performance of its obligations under these terms and conditions will not breach any other agreement to which it is a party or by which it is bound.

PAGE: 1 of 2

INITIAL: L.M.W. 

INITIAL: F.D.M. 



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- c.) That it has taken all necessary actions and obtained all relevant consents approvals and/or authorizations to enable it to lawfully and effectively enter into and perform its obligations under this agreement.
- d.) Each party agrees that upon this agreement being fully executed that this will become the ONLY valid agreement between the parties AND this agreement as mentioned in the binding "EMAIL AGREEMENT" ONLY IN REGARDS to the P-21 Express Pipeline that, both parties agree that this agreement satisfies the duties (in the Email Agreement) regarding ONLY the P-21 Express Pipeline and that all other prior agreements or duties of any kind that relate to the P-21 Express Pipeline are NULL AND VOID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the close of business on the date first above written.

DMA PROPERTIES, INC.

By: 

Frank Daniel Moore, Principal

BLACK DUCK PROPERTIES, LLC

By: 

Larry M. Wright, Manager

PAGE: 2 of 2

STATE OF TEXAS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Rusk County, Texas as stamped hereon by me.

COUNTY OF RUSK

OFFICIAL PUBLIC RECORDS

FILED FOR RECORD

Dec 04, 2018 11:19A

TRUDY MCGILL,
COUNTY CLERK
RUSK COUNTY, TEXAS

Dec 04, 2018 11:19A



TRUE AND CORRECT COPY
OF ORIGINAL
FILED IN RUSK
COUNTY CLERK'S OFFICE.

TRUDY MCGILL, COUNTY CLERK
RUSK COUNTY, TEXAS

By: Alesha Richmond, DEPUTY

THE STATE OF TEXAS:

COUNTY OF RUSK: I, TRUDY McGILL, County Clerk of Rusk County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of the original instrument filed in this office on the 4 day of December, A.D. 2018, at 11:19 o'clock A.M., as the same appears of record in Vol. 5610, Page 412 thru Page 415 of the Official Public Records of Rusk County, Texas.

Given Under My Hand and Seal of Office this 4 day of December, A.D. 2018.

TRUDY McGILL, County Clerk of the County Court of Rusk County, Texas

By: Alene Richard Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

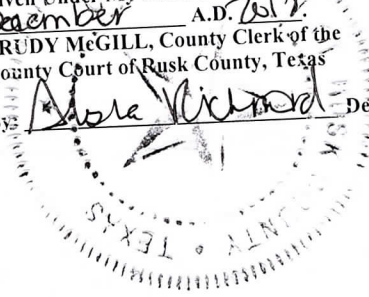
Jennifer L. Fountain

Jennifer L. Fountain, County Clerk
Shelby County, Texas

December 04, 2018 12:44:02 PM

FEE: \$42.00 EPARKER
AFF

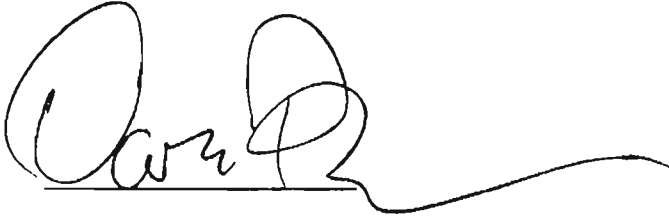
2018003892



Agreement for Assignment and Assumption of Specific Contract Affiant

I, Darin Borders acting as president for Darin Borders, Inc being the general partner for Longbranch Energy, LP did in June 2016 assign the purchase sale agreement between Express Pipeline Connection, LLC, and Longbranch Energy, LP dated February 19, 2016 to Black Duck Properties, LLC a copy which is attached Exhibit "A" hereto.

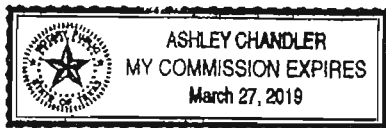
State of Texas County of Shelby



Darin Borders

This instrument was acknowledged before me on Oct. 2, 2017 by Darin Borders.

Given under my hand and seal of office this 2 day of October 2017.



Ashley Chandler
Notary Public's Signature

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT ("*Assignment and Assumption Agreement*") is made and entered into this ____ day of June, 2016, by and between LONGBRANCH ENERGY, L.P., a Texas limited partnership ("**ASSIGNOR**") and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company ("**ASSIGNEE**").

Witnesseth:

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE and ASSIGNEE has agreed to assume that certain Purchase & Sale Agreement dated February 19, 2016, by and between The Express Pipeline Connection, LLC, as Seller, and Longbranch Energy, L.P., as Buyer, and attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, ASSIGNOR is executing and delivering this Assignment and Assumption Agreement for the purpose of assigning and transferring to ASSIGNEE all rights, titles and interest in and obligations under and to the Contract; and

WHEREAS, ASSIGNEE is executing and delivering this Assignment and Assumption Agreement for the purpose of assuming all obligations of ASSIGNOR under the Contract.

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this this Assignment and Assumption Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: ASSIGNOR shall be paid twenty percent (20%) ("**Net Profits Share**") of the Net Profits from ASSIGNEE or its successors or assigns during the period of time beginning on the date of first written above (the "**Period**").
 - a. Net Profits shall mean gross revenues actually received by ASSIGNEE, or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
 - b. ASSIGNEE'S obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and ASSIGNEE binds its successors and assigns to the payment of the Net Profits Share.

For the consideration, covenants and warranties listed herein, ASSIGNOR has ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED and SET OVER unto ASSIGNEE, and, by these presents, ASSIGNOR hereby ASSIGNS, TRANSFERS, CONVEYS, DELIVERS and SETS OVER unto ASSIGNEE all its right, title and interest in and obligations under and to the Contract, and ASSIGNEE hereby assumes the obligations of ASSIGNOR under the Contract.

The parties agree to execute such other and additional legal instruments, consents,

ratifications and other matters as may be reasonably required in order to effectuate the intent of this Assignment and Assumption Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their duly authorized officers as of the close of business on the date first above written.

ASSIGNOR:

Longbranch Energy, L.P.

By: [Signature]
Darin Borders, President of Darin Borders, Inc., its General Partner

ASSIGNEE:

Black Duck Properties, LLC

By: [Signature]
Larry M. Wright, Manager

By: [Signature]
Hagan Cole, Manager

By: [Signature]
Frank D. Moore

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]



Jennifer L. Fountain, County Clerk
Shelby County, Texas

October 02, 2017 12:43:00 PM

FEE: \$34.00 BADKISON
AGR

2017003322